adapted in shape and color to fit a building of such nature. Upon the termination of the lease and a removal of the equipment by the lessee, the lessor of the theatre sued to recover the value of such equipment, on the ground that they became real fixtures by being annexed to the realty with a view to the purpose for which the realty was employed. *Held,* the plaintiff cannot recover. *Pollard* v. *Alaska Theatre Co.* (Wash.), 161 Pac. 48. See NOTES, p. 391.

UNFAIR COMPETITION—DESCRIPTIVE WORDS—SECONDARY MEANING.—The plaintiff brought this suit to enjoin the use of the name "Toasted Corn Flakes," which it claimed had acquired a secondary meaning in the public mind by being associated with one of plaintiff's products. The name was used on packages essentially different from those used by the plaintiff, and used with no intention to defraud. *Held,* the injunction is refused. *Kellogg Toasted Corn Flake Co.* v. *Quaker Oats Co.,* 235 Fed. 657. See NOTES, p. 395.

WASTE—CUTTING TIMBER—LIABILITY OF TENANT BY THE CURTESY.—The defendant cut and sold timber from the estate of which he was tenant by the curtesy in order to make some needed repairs and improvements on the estate. The plaintiffs brought an action to recover the value of the timber sold, alleging that such acts constituted waste. *Held,* the defendant has not committed waste. *Fleming et al.* v. *Sexton* (N. C.), 90 S. E. 247.

The old common law was very careful to see that the inheritance was not injured while the land was in the possession of a life tenant, and, therefore, no life tenant was permitted to cut more timber than was necessary for estovers. 4 BRACTON, DE LEGIBUS ANGLIÆ 607. And even timber cut for this purpose could not be sold or exchanged. See *Lee* v. *Alston,* 1 Ves., Jr. 78. It was also waste for one to convert wooded land into arable land; because such an act not only changed the course of husbandry but the evidence of the estate. 2 BLACKSTONE, COMM. 282. And the same is true where one changes one species of edifice into another, even though the value of the building is enhanced by the conversion. *Cole* v. *Green,* 1 Lev. 309.

On account of the existence in this country of large tracts of wooded land whose value is often increased by being cleared, the common law doctrine regarding waste has been greatly modified in this respect. It may be stated, as a general rule, that it is never waste to cut timber from land, unless the reversion is permanently injured thereby. 1 WASHBURN, REAL PROP., p. 108; *Sayers* v. *Hoskinson,* 110 Pa. St. 473, 1 Atl. 308. There is no presumption that the cutting of timber will injure the land; but inquiry is made as to the actual effect upon the particular estate in question. *King* v. *Miller,* 99 N. C. 583, 6 S. E. 660. This rule applies as well to tenants by act of the law—as tenants in dower and by the curtesy—as to tenants by acts of the parties. *Owen* v. *Hyde,* 6 Yerg. (Tenn.) 334, 27 Am. Dec. 467. And it seems clear that if a tenant by act of the parties becomes possessed of land valuable chiefly because of the timber, and habitually utilized for that purpose, he can also cut timber from this land, for such is the presumed inten-